

# SERVICE & MAINTENANCE AGREEMENT CONTRACT

This Agreement is made and entered into this 1 day of the Effective Date (hereafter defined) by and between, Service Provider (S.P.) Dominion Septic, Inc. (DSI) 10973 Pierson Dr. Suite 100 Fredericksburg Va. 22408

see attached addendum  
Exhibit "A" List Of Fees

## WITNESSETH:

Customer is the owner of a sewage disposal system ("System") located at:

5075 Airport Road, P.O. Box 198, Midland VA. 22728

Accordingly, the parties agree as follows:

## ATTACHMENT 4

### 1. Definitions: For purposes of this agreement, the following definitions shall apply

"System Components" shall mean the following mechanical components of the System:

Nitri Fast/Geoflow Components. System Components do not include the septic tank, pump tank, distribution equipment, distribution lines, or absorption field, unless agreed to and additional fees are established and paid.

#### (a) "Maintenance Services" shall mean:

- (i) Cleaning of the System Components.
- (ii) Monitoring the sludge/grease layer of the septic tank and pump chamber to determine the recommended frequency required for system pump-out and cleaning.
- (iii) Replacement of Manufacture warranty parts does not include labor.
- (iv) Repair or replacement as necessary of any malfunctioning System Components is at the owners expense.

#### (b) "Effective Date" shall mean - This date that the contract has been signed and agreed to:

### 2. Terms of Maintenance Agreement:

This Agreement shall be for a period of 60 months

after the Effective Date, unless otherwise terminated or cancelled by either party as provided herein.

### 3. Performance of Maintenance Services:

- (a) S.P. shall perform Maintenance Services on the System Components during the term hereof. S.P. shall perform preventive maintenance portion of the Maintenance Services on a prescheduled basis as deemed necessary to maintain the System Components in good working order. S.P. will respond to the system alarms or customer notification within

24 hours.

System contact phone #

540-347-2421

Emergency phone #

Mike Anderson  
540-752-1622

- (b) S.P. performance of Maintenance Services may take the form of repair, in this event, the manufacturers individual warranty will determine what will be covered and who will be monetarily responsible based upon the time frame spelled out in the warranty.
- (c) The Maintenance Services shall be such that they will keep the System Components in good operating condition as determined by the specifications for the System Components. S.P. shall not be required to perform Maintenance Services hereunder if Customer makes alterations or modifications to the System, attaches devices to it not supplied by the original supplier thereof, or performs or attempts to perform maintenance services on it or any portion thereof.
- (d) During the term hereof, Customer will provide S.P. with access to the System Components and with sufficient workspace and access required to perform Maintenance Services. If a lock secures System Components, Customer will provide DSI with a key or a combination to that lock.

### 4. Payment & Terms

Customer will pay to S.P. yearly charges of \$2500.00, for performance of the Maintenance Services for the terms of the 5 year Contract Agreement. First year fees are payable to S.P. at time of signing contract. There is a 2% service charge on any unpaid balance over 30 days; annual percentage rate of finance charge is 24%.

- (a) If Customer requests that S.P. perform services in addition to the maintenance Services, Customer shall pay S.P. the agreed to rate, for the performance thereof.

### 5. Negation of Warranty:

EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN ARTICLE 3, AND IN LIEU OF ALL

OTHER WARRANTIES, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE.

### 6. Termination/Cancellation:

Either party may terminate/cancel this Agreement if the other party is in default of any Provision hereof and such default has not been cured within twenty (20) days after the notice thereof is given.

- (a) In the event of any termination to the Agreement, S.P. may:

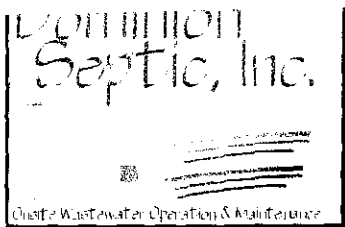
- (i) Declare all amounts owed by Customer to be immediately due and payable.
- (ii) Enter Customer's premises without notice or permission from Customer and repossess any and all supplies, consumables, spare parts and any other items rightfully owned and/or belonging to DSI.
- (iii) Cease performance of Maintenance Services hereunder without liability to Customer, then or in the future.

- (b) If S.P. terminates this Agreement due to default by Customer, no refund of prepaid charges will be due.

- (c) The foregoing rights and remedies hereto shall be cumulative and in addition to all other rights and remedies available to DSI in law and equity.

### 7. Limitation of Liability:

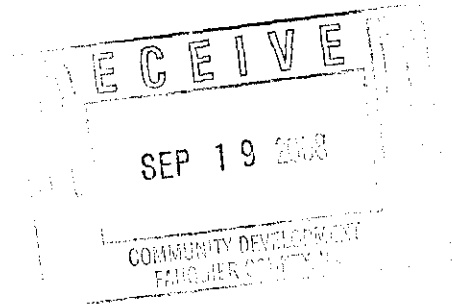
IN NO EVENT SHALL DSI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF THE PROPERTY, OR LOST RENTS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE OR BREACH THEREOF. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS ADVISED DSI OF THE POSSIBILITY OR POTENTIAL OF SUCH DAMAGES, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT DSI'S LIABILITY TO CUSTOMER FOR ANY DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR ONE (1) YEAR OF MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER FURTHER UNDERSTANDS THAT IN THE EVENT IT WANTS DSI TO INCREASE ITS LIABILITY FOR CUSTOMER'S POTENTIAL DAMAGES OF ANY KIND OR NATURE, THAT CUSTOMER WILL PAY DSI ADDITIONAL FEES IN AN AMOUNT TO BE AGREED UPON BY THE PARTIES.



# Dominion Septic, Inc.

"Serving Virginia from the Blue Ridge to the Bay"

Addendum  
Exhibit "A"  
List of Fees



January 22, 2008

## Repairs to Collection System :

Back Hoe	
Mini Excavator	
Skid Steer	\$ 75.00 Per Hour / 4 Hour Min.
Equipment Mobilization	\$ 200.00 / per move
Service Truck and Foreman	\$ 35.00 Per Hour/ 4 Hour Min.
Laborers	\$ 25.00 Per Hour/ 4 Hour Min.
Cost of parts	TBD
Electricians	\$ 125.00 Service call
	\$ 90.00 Per Hour
Cost of Parts	TBD

## Repairs to Treatment & Disposal System:

Service Call	\$ 75.00
Labor	\$ 50.00 Per Hour
Cost of Parts	TBD

This is the second part of the original contract

10973 Pierson Drive, Suite 200, Fredericksburg, VA 22408  
Phone: 540-899-1425 or Fax: 540-899-1426